

REMARKS/ARGUMENTS

Claims 1-56 are currently pending in this application. Claims 39 and 40 have been amended.

Allowable Claims

Applicants note with appreciation that claim 36 is allowed.

Claim Objections and Allowable Subject Matter

Applicants note with appreciation that claims 39, 40, 45-49, and 52-55 are allowable if rewritten or amended to overcome the objection that the term "stitching" is in conflict with the term "permanently attached". While Applicants disagree that such terms as defined in the specification and claims are in conflict, nonetheless in an effort to substantively advance prosecution Applicants have amended claims 39 and 40 to obviate the objection. Applicants respectfully direct the Examiner's attention to the fact that claims 45-49 and 52-55 do not contain both of the allegedly conflicting terms, and therefore no conflict exists. Applicants respectfully submit that claims 39, 40, 45-49, and 52-55 are now in condition for allowance.

35 USC §102 Rejections

Claims 1-4, 18, 19, 30-32, 35, 37, 38, 41-44, 50, 51, and 56 stand rejected under 35 USC §102(b) as being anticipated by *Greene* (4,694,750). In order for *Greene* to anticipate the invention as claimed, *Greene* must disclose each and every element recited in the claims as set forth in MPEP 706.02(IV). Applicants respectfully submit that *Greene* does not disclose each and every element recited in claims 1-4, 18, 19, 30-32, 35, 37, 38, 41-44, 50, 51, and 56. Specifically, *Greene* does not disclose, among other things, (i) a flexible jacket covering or (ii) how such a flexible jacket covering is attached to an underlying cylinder base cover.

As set forth in independent claims 1, 30, 35, 37, 44, 50, and 56 (and claims depending therefrom), Applicants' integrated, anti-marking cover is comprised of two components: a flexible jacket covering and a cylinder base cover, and these two components are physically attached to one another as further recited in the various claims. *Greene* does not teach or suggest a flexible jacket covering and therefore cannot anticipate the claims reciting such. The Examiner cites col. 5, lines 50-63 of *Greene*, and more specifically the granular surface 36, as disclosing the flexible jacket covering. Applicants respectfully note that this is an incorrect reading of *Greene*, as the granular surface 36 of cylindrical portion 30 is not the same as or equivalent to the recited flexible jacket covering. To further explain this distinction, Applicants direct the Examiner's attention to col. 1, lines 48-54:

If the transfer mechanism is a form of transfer drum or cylinder, many different means have been incorporated into such a transfer mechanism to reduce the area of contact. Transfer drums have been designed [1] with uneven surfaces, or [2] with loose fabric material [i.e., a flexible jacket] covering the surface of the drum, or [3] with granular material spread sparsely over the drum in a particular pattern.

This passage makes clear that different techniques can be used to reduce the area of surface contact between the printed sheet and the transfer cylinder. *Greene* is directed to a technique involving the use of a granular material (i.e., the granular surface 36 of cylindrical portion 30) in combination with a pair of elastic members 58, which are stretchable cords. The granular surface 36 of cylindrical portion 30 is not the same as or equivalent to a flexible jacket covering, as these are recognized in the art as separate and distinct techniques as outlined above.

Other than the general language quoted above, *Greene* does not provide any specific teaching as to the use of a flexible jacket covering, and more specifically how to physically attach a flexible jacket covering to a cylinder base cover as recited in the various claims. Given these deficiencies, *Greene* does not teach each and every element of, and therefore does not anticipate, claims 1-4, 18, 19, 30-32, 35, 37, 38, 41-44, 50, 51, and 56.

35 USC §103 Rejections

Claims 5-10, 13-17, 20-29, 33, and 34 stand rejected under 35 USC §103(a) as being unpatentable over *Greene* in view of *DeMoore* (6,244,178). Applicants respectfully submit that the combination of *Greene* and *DeMoore* does not establish a *prima facie* case of obviousness as to claims 5-10, 13-17, 20-29, 33, and 34. According to MPEP 2142, three basic criteria must be met to establish a *prima facie* case of obviousness:

First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art, and not based on applicant's disclosure.

Assuming for sake of argument that the combination of *Greene* and *DeMoore* is proper (and without conceding such), the Examiner has nonetheless failed to establish a *prima facie* case of obviousness as such a combination does not teach or suggest all of the claim limitations. Claims 5-10, 13-17, and 20-29 depend from and incorporate the limitations of independent claim 1, and claims 33 and 34 depend from and incorporate the limitations of independent claim 30.

As discussed previously, *Greene* does not disclose each and every element of independent claims 1 and 30, and more specifically does not disclose a (i) a flexible jacket covering or (ii) how such a flexible jacket covering is attached to an underlying cylinder base cover as recited in the various claims. *DeMoore* is not cited by the Examiner for the purpose of providing the missing elements from *Greene*, and in any event does not do so even if relied upon for such. Therefore, Applicants respectfully submit that claims 5-10, 13-17, 20-29, 33, and 34 are likewise in condition for allowance.

CONCLUSION

Applicants respectfully submit that the present application as amended is in condition for allowance. If the Examiner has any questions or comments or otherwise feels it would be helpful in expediting the application, he is encouraged to telephone the undersigned at (972) 731-2288.

The Commissioner is hereby authorized to charge payment of any further fees associated with any of the foregoing papers submitted herewith, or to credit any overpayment thereof, to Deposit Account No. 50-1515, Conley Rose, P.C.

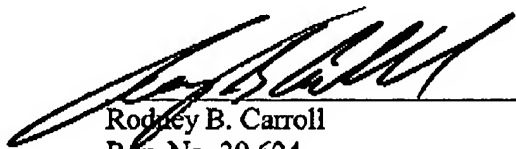
Respectfully submitted,

CONLEY ROSE, P.C.

Date:

8-18-04

5700 Granite Parkway, Suite 330
Plano, Texas 75024
Telephone: (972) 731-2288
Facsimile: (972) 731-2289


Rodney B. Carroll
Reg. No. 39,624

ATTORNEY FOR APPLICANTS